

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$160,000, FROM PARKING REVENUE BOND FUNDS, FOR A CHANGE ORDER TO TARAFI CONSTRUCTION, INC., FOR ADDITIONAL GENERAL CONDITIONS AND TIME EXTENSION COSTS ON THE 42ND STREET PARKING GARAGE.

Issue:

Should the City Commission adopt the resolution?

Item Summary/Recommendation:

On April 8, 1998 the City Commission awarded a construction contract with Tarafi Construction Inc. (TCI), in the amount of \$3,248,452, pursuant to Invitation to Bid No. 7-97/98 entitled "42nd Street Municipal Garage Improvements". In June of 2000, the contractor informed the City that the garage was ready for final inspection. City inspectors observed additional items not consistent with their interpretation of the various codes and the City directed the contractor to comply. Some of these items were not shown on the contract documents and were not noted at the time of plan review and approval. Nevertheless, the Building Official issued a Temporary Certificate of Completion (TCC) on July 21, 2000. Request for Change Order (RCO) No. 54 by TCI, requesting compensation due to excusable, compensable delays was presented on April 2000. This RCO was initially rejected by RAMP after a long period of review due to insufficient substantiating information. It was also rejected by the CIP Office, for similar reasons on October 9, 2002, after RAMP issued their recommendation. Subsequent to the rejection, TCI submitted a response letter outlining their position on the matter. They also submitted a substantial number of documents and a timetable in support of their request. This timetable and the submitted documents, as well as our own files and records form the basis of the CIP recommendation presented herein. There were numerous delays on the project progress, especially during the period of late 1998 through the summer of 1999. At this time, the City obtained beneficial use of the Parking Garage. Further analysis shows, that while the delays did occur, most of them were as a result of a lack of teamwork by all parties including TCI but also as a result of poor contract documents, poor administration by RAMP during construction, and poor coordination by the Special Inspector retained by RAMP to oversee the structural repairs of the project. TCI did not close out the project in a timely fashion and failed to complete the necessary documents for the Final Certificate of Completion (CC) and needed assistance from City personnel to complete these tasks. The cost of the City personnel involved has been reduced as part of this recommendation. This time extension requested by TCI on RCO No. 54 is not unreasonable and is recommended for approval. The total amount requested in RCO No. 54 is \$177,211. Staff recommends a final amount of \$160,000 to account for the involvement of Property Management, the Building Department, and the CIP Office in the closeout and Final CC process.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	\$160,000	Parking Fund 481	
Finance Dept.	Total	\$160,000		

City Clerk's Office Legislative Tracking:

Sign-Offs:

Department Director	Assistant City Manager	City Manager
TH	RCM CMC	

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AGENDA ITEM C7A

DATE 12-8-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: December 8, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$160,000, FROM PARKING REVENUE BOND FUNDS, FOR A CHANGE ORDER TO TARAFI CONSTRUCTION, INC., FOR ADDITIONAL GENERAL CONDITIONS AND TIME EXTENSION COSTS ON THE 42ND STREET PARKING GARAGE, AND APPROVING FINAL CLOSEOUT OF THE PROJECT AFTER COMPLETION OF THE FINAL CERTIFICATE OF OCCUPANCY FOR THE BUILDING.**

RECOMMENDATION:

Adopt the Resolution.

FUNDING:

Funds are available from Parking Revenue Bonds Fund 481.

ANALYSIS:

On February 20, 1996, at the request of the City, a study was performed by Urbitran/Ramp (RAMP), for an analysis of the overall existing conditions present at the 42nd Street Parking Garage. It was stated in the report that the facility needed corrective action to preserve the structural integrity of the building.

On June 5, 1996, the Mayor and City Commission declared a public emergency existed and waived the competitive bidding process for professional architectural and engineering services. The Mayor and City Clerk were authorized to execute an amendment to the existing professional services agreement with RAMP for the renovation of the 42nd Street Garage to include Phase II preparation of detailed construction drawings, contract and bid documents, and technical specifications. On October 8, 1997, the Mayor and City Commission appropriated and authorized \$3,700,000 from Parking Revenue Bond Fund 481 for the 42nd Street Parking Garage Renovation to fund the cost of the construction contract and the cost of the design services with RAMP.

On April 8, 1998 the Mayor and City Commission approved the award of a construction contract with Tarafa Construction Inc. (TCI), in the amount of \$3,248,452 pursuant to City of Miami Beach Invitation to Bid Number 7-97/98 entitled "42nd Street Municipal Garage Improvements". This contract amount included the total cost of supplying all labor,

materials, equipment and supervision necessary to complete the renovation of the 42nd Street Parking Garage. There was also a contingency allowance, in the amount of \$200,000, which was to be used to fund unforeseen conditions and other additional costs, which could arise out of the renovation of the existing facility. This represented approximately six (6%) percent of the Contract amount. This amount, by industry standards, is extremely low for a renovation project of this nature. It is common to have a ten (10%) percent to fifteen (15%) percent contingency in place on a renovation project.

During the course of the project, additional work in the amount of \$200,000 was identified. The reasons for this needed work varied from unforeseen structural problems, to additional electrical work required by the poor condition of existing installations, to changes requested by the City. The \$200,000 contingency allowance was used for these costs. On March 15, 2000, by Resolution No. 2000-23840, the Mayor and City Commission approved \$100,000 to cover additional construction costs for work required by regulatory agencies, further structural corrections and additional work requested by the City. This amount of \$100,000 was added to the project funding at that time, and raised the overall contingency amount to nine (9%) percent, which is still low for a renovation project.

In June of 2000, the contractor informed the City that the garage was ready for final inspection. City inspectors observed additional items not consistent with their interpretation of the various codes and the City directed the contractor to comply. These items included additional pull stations and emergency lights, additional parapet gap plates, additional fire protection work, man proofing panels, stairwell lighting fixtures, conduit & cable to the new transformer vault, and a rewired communication system. Some of these items were not shown on the contract documents and could have been considered errors by the consultant. However, the items were not noted at the time of plan review and approval. Nevertheless, the Building Official issued a Temporary Certificate of Completion (TCC) on July 21, 2000.

The above described changes generated Requests for Change Orders in the amount of \$64,871.82 for additional work performed by TCI in order to obtain the TCC. An additional correction to the emergency voice communication system requested by the Fire Marshall, estimated at \$30,000, was also required and completed.

Request for Change Order (RCO) No. 54 by TCI, requesting compensation for additional overhead and general conditions due to excusable, compensable delays during the 42nd Street Parking Garage Project was presented on April 2000. This RCO was initially rejected by RAMP, the consultant of record, after a long period of review and discussion due to insufficient substantiating information. It was also rejected by the CIP Office, for similar reasons on October 9, 2002, after RAMP issued their recommendation.

Subsequent to the rejection, TCI submitted a response letter outlining their position on the matter. They also submitted a substantial number of documents and a timetable in support of their request. This timetable and the submitted documents, as well as our own files and records form the basis of the CIP recommendation presented herein.

There were numerous delays on the project progress, especially during the period of late 1998 through the summer of 1999. This resulted in a request for time extension by TCI from January 2000 through May 2000 for delays in the completion date for the project which was initially February of 2000. As noted above, Substantial Completion was not obtained until July 2000 and the TCC was not issued until July 21, 2000, four months after the initial contract date. At this time, the City obtained beneficial use of the Parking Garage.

It is also fact that there were delays regarding the completion of the man proofing installation during the period of June 22, 2000 through August 14, 2000. Some of the delays occurred after the TCC and are therefore not applicable for compensation. TCI is only requesting a time extension of eighteen days for this work. Initially, the City, under the advice of RAMP, understood that the delays were mostly caused by TCI due to several factors, such as a lack of manpower at the site and delays in the submittal of necessary materials for approval.

Further analysis shows, that while the delays did occur, most of them were as a result of a lack of teamwork by all parties including TCI but also as a result of poor contract documents, poor administration by RAMP during construction, and poor coordination by the Special Inspector retained by RAMP to oversee the structural repairs of the project. Many of the issues related to lack of manpower were directly related to slow responses on the part of RAMP to Requests for Information and to Requests for Proposals from TCI, especially those related to the corrections to the structural slab. The detail shown on the contract documents for the slab repair was not possible to implement due to existing conditions of the slab and the reinforcement. There was also an extended period where the consultant and the contractor could not agree on the repair methodology and on whether the new methods were compensable under the Agreement.

The Special Inspector frequently acted as the site observer from RAMP and sometimes interfered with the contractor's performance by commenting on means and methods or by requesting scope of work not shown on the contract documents. In some instances, the Special Inspector directed TCI subcontractors to stop work or directed them to do additional work in order to maintain the project schedule. Frequently, the directions given were not in accordance with the scope of the contract documents and added or deviated from work specified on the drawings or specifications.

For example, the Special Inspector once directed TCI to use a different size and weight sledgehammer than that being used for the demolition work. In another occasion, the Special Inspector directed TCI to use a different method and sequence of installation for the materials specified for correction of the existing structural cracks. Both of these examples have to do with means and methods which are not the prerogative of the consultant or of the Special Inspector but of the contractor. The confusions due to the performance of the Special Inspector arose from the fact that often, Construction Services of the Palm Beaches (CSPB), the company performing the special inspections, also acted as the field observer for RAMP, even though both services had been contracted separately and separate fees had been paid for both. In this type of Project, the Special Inspector

reports to the Building Official per statute and the Field Observer reports to the consultant per contract. These two services were frequently mixed up and confused by the representative of CSPB in the field.

The most significant delay was incurred in resolving the condition discovered when the slab demolition began, which prevented TCI from adhering to the requirements of the through slab repair shown in the documents, because it was found in the field that the work as detailed could not be performed. This dispute was not resolved promptly because TCI claimed the detail on the documents could not be implemented and RAMP insisted that TCI perform the work as detailed. TCI contributed to the delay by not promptly agreeing with RAMP on an alternative method of repairs, but it was still the responsibility of RAMP to identify the alternative and to issue directives on how to achieve the expected results in a different manner from that shown on the documents. Eventually, the method of slab demolition and restoration was changed by RAMP and a Change Order was recommended for approval by the consultant and paid to TCI for a different method of construction detailed by RAMP. The Change Order was approved without any time extensions at the insistence of the City.

There were also numerous delays in reviewing and responding to Requests for Information (RFI) and Change Order Requests (COR) submitted by TCI to RAMP or the City or both. Some of these delays were submittals related to the through slab repairs, structural crack epoxy injections and slab water proofing which was part of the critical path of the Project. RAMP took as long as 267 days to respond to some of the RFI's.

On the other hand, TCI did not close out the project in a timely fashion and failed to complete the necessary documents for the Final Certificate of Completion (CC). TCI needed assistance by City personnel to complete these tasks. Several permits were found to be open due to lack of final inspections; additional coordination was done by City employees with TCI subcontractors to obtain such finals. The cost of the City personnel involved should be deducted from the RCO value and this reduction is part of this recommendation.

Additional costs were incurred when Property Management became involved to adjust Exit signs and Emergency lights and repairs to the fire alarm were performed. Even though these additional costs were agreed to be done by the City due to the amount of time the Parking Facility had been operating under the TCC, it would not have been required if TCI had done it correctly the first time. This City time is also deducted from the amount TCI is requesting.

Based on the above stated and on other events on record, the time extension requested by TCI on RCO No. 54, which is the subject of this Commission Memorandum, is not unreasonable and is recommended for approval. The daily cost for General Conditions and Overhead and Profit are in line with industry standards and since amounts are not specifically noted in the Contract Documents they became a matter subject to negotiation. After such a long period of time and in an attempt to reach a final resolution of this matter, the costs are recommended for acceptance, with a fair reduction for the latest costs

incurred by the City in completing the final CC process. TCI has agreed not to request reimbursement of the interest on the monies retained even though by statute, as well as in accordance to their Agreement, they may be entitled to do so.

The total amount requested in RCO No. 54 is \$177,211. Staff recommends a final amount of \$160,000 to account for the involvement of Property Management, the Building Department, and the CIP Office in the closeout and Final CC process. Staff also recommends an appropriation, in the amount of \$160,000, from Parking Revenue Bonds Fund 481 to complete Final Payment to TCI and obtain Final Closeout of the Project. All required deliverables and closeout documents have been received, reviewed by CIP and RAMP, and approved. Final Certificate of Completion is pending maintenance corrections required for the elevators which have been requested by the Building Official. TCI, however, has completed all of their contracted work and has completed all the installations required by contract.

Attachments

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**TARAFA CONSTRUCTION, INC.**
GENERAL CONTRACTOR

151 MAJORCA AVENUE, SUITE C • CORAL GABLES, FL 33134 • TEL: (305) 444-8337 • FAX: (305) 444-8347

September 3, 2002 (Revised)
April 3, 2000 (Originally Submitted)**URBITRAN/RAMP Associates**
71 West 23rd Street, 11th Floor
New York, N.Y. 10010**Att: Brian J. Bartholomew, Regional Director****Re: Parking System Improvements**
42nd Street Parking Garage, Miami Beach, Florida
A/E Comm. No. 9432RA, Owner's Project No. 7-97/98**Subj.: Rco 54 "Claim for the Adjustment of the Contract Time and Sum"**

We respectfully submit for your review our **REVISED** claim in the amount of **\$177,211.10** for those costs and expenses incurred during the extended time associated with the administration and management costs of the Project covering the time period from January 31, 2000 through May 30, 2000. Additionally, as part of the revised adjustment to the Contract Time and Sum we are including the additional costs and expenses incurred during the review, and approval for the manproofing panels and associated installation, which amount to approximately 144 man-hours covering the time period from June 22, 2000 through August 14, 2002.

Our claim is based on the time overrun created by reasons beyond our control that extended the Contract completion time thus increasing our overhead on the project. For your convenience and reference, we are herein including our summation letter of those delays that impacted the timely completion of the Work, dated and submitted to City of Miami Beach Public Works Department on January 31, 2000.

Tarafa Construction, Inc. is submitting this claim request based on our position that we are duly entitled to an equitable adjustment of the Contract Time and Sum based on reasonable compensation for the expenses associated with the construction time overrun. It is our intent that based on the good faith effort of all parties involved that this contract can be successfully closed out with a settlement satisfactory to all.

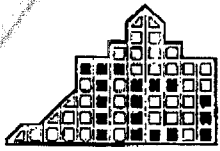
SUMMARY OF WORK

Work by Tarafa Construction, Inc.	\$161,101.00
(\$1,159.00 x 121 + 18 days)	
Profit at 10%	<u>\$16,110.10</u>
Total Amount this Claim	\$177,211.10

Sincerely,
Tarafa Construction, Inc.

Nestor Marrero
Project Manager

cc: Robert M. Tarafa, R.A. President
encl's: January 31, 2000 letter
Eichealy Formula Calculations

**TARAF A CONSTRUCTION, INC.**
G E N E R A L C O N T R A C T O R

151 MAJORCA AVENUE, SUITE C • CORAL GABLES, FL 33134 • TEL.: (305) 444-8337 • FAX: (305) 444-8347

January 31, 2000**The City Of Miami Beach
Dept. Of Public Works
1700 Convention Center Drive
Miami Beach, Fl. 33139****Attn: Mr. Walter Reddick, Construction Manager****Re: 42nd Street Municipal Parking Garage
Project No. 9432RA
Subj: Request for Extension of the Contract Time****Dear Walter,**

As you aware throughout the course of the project Tarafa Construction, Inc. through correspondence, updated schedules, meetings, etc. has presented their position that additional time is owed due to excusable delays beyond our control. As you are the third Construction Manager assigned to this project, and you have requested a meeting to discuss this very issue. We thought it might be beneficial, prior to the meeting, to herein recapitulate those previously documented delays through the following brief overview of historical events and selected correspondence to familiarize you with the project delays, prior to your involvement. A full presentation, inclusive of all supporting documents, will be assembled and presented for your review as soon as possible.

The basis for this project's untimely completion, like necessarily that of any other project, is impact to the schedule's critical path. On this project the critical path is the thru-slab demolition/restoration process. The thru-slab restoration is the de-facto predecessor to a litany of successor work which by definition cannot be started, or at the very least (if one were to work out of the proper sequence, as we've been forced to do) cannot be completed until the predecessor work is complete. A partial list of this work would include: Painting, Waterproofing, Traffic markings, Speed bumps, and Electrical work (refer to Superior Electric letter dated 2-26-98).

By way of a brief historical overview the thru-slab repair began with demolition on August 17, 1998 which was completed by September 25, 1998. During this time frame, and pursuant to a field inspection on September 11, 1998 by Joe Wagner, problems were being perceived with the restoration aspect of thru-slab repair work owing to the relative thinness of the existing ramp slab. This situation led to a number of back and forth correspondence, Rfi's, a request for a stop work order and various sketches, all of which finally culminated in sketch "SK-10" issued by

Urbitran/Ramp and dated January 11, 1999. Our cost proposal for the additional work involved was tendered on February 16, 1999 and after negotiations and the issuance of some supplemental "TS" designated sketches a change order was issued on April 16, 1999.

At this point (from 9-25-98 to 4-16-99) 205 calendar days had elapsed that we were not able to proceed with the restoration work of the thru-slab. On top of these 203 days it also has to be considered that the demolition work, previously completed, had to be commenced anew prior to scheduling any concrete restorative work. allowing for just a very reasonable (30) calendar days to mobilize the demolition contractor and to accomplish the new work brings the tally of days impacted in the schedule to 235. Moving ahead in the chronology to time recent we experienced the slab cracking issue, which again prevented the completion of this work for yet another (75) calendar days (refer to Tarafa memo dated 1-17-00). Total tally of days impacted to date by just the thru-slab issue would now be 310 calendar days accounting for over 50% of the total contract time available!

Through the first few months of 1999 we cautioned at meetings and through correspondence that without an expedient solution to the thru-slab dilemma, the time being lost was going to prove to be irrecoverable. The inexplicable response from New York, virtually on a weekly basis, was that the project was falling behind schedule, to increase the manpower levels and to bring the project back on schedule. At any rate in attempting to commence or complete other activities outside of the thru-slab work in the time period of approximately December 1998 to April 1999, conflicts with field conditions or ambiguities in the construction documents were encountered either requiring Rfi responses and/or change order approvals. If you refer to the "Responses to Rfi's" or "Responses to RCO's" portion of a letter we drafted in June of last year (enclosed) you will note that either/or was averaging substantially over 100 calendar days turn-around time. Please note that we proactively pursued the needed responses by advising the Engineer via correspondence (refer to letters dated December 7, 1998 and January 4, 1999) of the outstanding issues requiring their attention and further flagged the impact that they were having on the project's schedule. And yet during this time we continued to get barraged with letters demanding to know why the project wasn't moving forward as per the schedule! Requests for time extensions fell on deaf ears and we were told to find ways to mitigate the time lost. As a case in point we were informed at the time of executing your Change Order No. 4, (thru-slab) by Mr. David Cates that the *only* way the City would approved this change order would be without any additional time as the Garage had to be delivered on time regardless. Given all these circumstances as we've described herein we pretty much concluded that there wasn't any significant difference in dialoguing with either the City or the Engineer as there would be in talking to the proverbial ostrich with it's head in the sand.

As a peripheral issue, but one worth mentioning due to its detrimental effect on the project's momentum, would be that of the Project's Special inspector interference with our ability to prosecute and administrate the Work. Though I believe our working relationship to finally be harmonious, this was definitely not the case as we attempted to gear the project back up after the thru-slab issue was "resolved" by Change Order approval in April of 1999. By way of illustration I have enclosed two letters, one dated May 28, 1999 and the other June 21, 1999. Both letters are

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self-explanatory and demonstrate unnecessary interference to the process of the Work created by your representative.

What has to be recognized at minimum, that as a consequence of the these situations *which were not of our doing*, and now past the point in time that the project was to have been completed, that we are now confronted with a project that is being administrated out of the as-planned and as-bid sequence, and still not even complete with the Division 3 work! In addition to the \$100,000 dollars of additional thru-slab repairs that have and are being performed we have performed over \$20,000 of additional epoxy injection to the ramp slabs (your C.O. No. 7) and are now performing over \$30,000 of additional ramp slab prep work (EM-100) prior to the application of the deck membrane coating work. In other words you simply cannot expect to delay a Contractor's work by several hundred days, add substantial additional work on top of those delays, throw the work out of the correct and proper sequence and then expect the contractor in the (60) + days that you propose to extend the Contract by to clean-up the mess created by others and finish.

Walter, we appreciate the frustration that your department, the Parking Department and the Board of Commissioners must be experiencing in not comprehending why this project could not have been completed on time. Certainly, we met with some of officials/directors of these departments particularly during the difficult first (6) months of 1999 and while were courteously and professionally received, pretty much their only question and/or response was when would we bring more manpower on the project to complete on time without regard or appreciation that all the manpower in South Florida would not make a difference as long as we could not get answers and continue with the work of the thru-slab.

Accordingly, and based on the preceding Tarafa Construction, Inc. respectfully requests that an Extension of The Contract Time of Performance of no less than 235 calendar days be granted to restore the time period lost between September 25, 1998 and May 16, 1999. During this time no work on the critical path could proceed for reasons beyond our control. Tarafa Construction, Inc. would be well justified in requesting additional time for other delays experienced and documented, (not time concurrent with these 235 days and including such things as unusual weather delays, etc.), however at this point in time notwithstanding any unforeseeable problems/issues of consequence no time beyond that requested is anticipated to be needed.

Sincerely,

Tarafa Construction, Inc.

Paul E. Martinez
Project Manager

cc: Robert M. Tarafa, R.A., President

TARAFA CONSTRUCTION, INC.**DIRECT COST ATTRIBUTABLE TO THIS CONTRACT REVISION**

RCO: 54

DATE: 31-Mar-00

PROJECT NAME 42nd STREET PARKING GARAGE - PROJECT NO. 9432RA

DESCRIPTION OF WORK: DIRECT JOB COST DURING EXTENDED CONTRACT DURATION

A. EXTENDED PROJECT (DIRECT JOB) ADMINISTRATIVE COST DURING CONSTRUCTION PHASE

1	PROJECT MANAGER - PAUL MARTINEZ - 100% OF TIME	8	HRS.	@	\$22.63 /HRS.	\$181.03
2	FIELD OFFICE - TARAFA CONSTRUCTION	1	EACH	@	\$6.58 /DAY	\$6.58
3	FIELD OFFICE - ARCHITECT	1	EACH	@	\$6.53 /DAY	\$6.53
4	TEMPORARY TOILETS	2	EACH	@	\$2.06 /DAY	\$4.13
5	TELEPHONES	2	EACH	@	\$3.37 /DAY	\$6.74
6	FAX, XEROX, SUPPLIES	2	EACH	@	\$3.29 /DAY	\$6.58
7	ELECTRICITY	1	EACH	@	\$2.85 /DAY	\$2.85
8	WATER	1	EACH	@	\$1.58 /DAY	\$1.58
9	CELL PHONE	1	EACH	@	\$2.30 /DAY	\$2.30
9	SAFETY PROTECTION/FENCING	1	EACH	@	\$8.98 /DAY	\$8.98
10	INSURANCE - BUILDERS RISK	1	EACH	@	\$49.01 /DAY	\$49.01
11	STORAGE CONTAINER	2	EACH	@	\$2.10 /DAY	\$4.20
TOTAL						\$280.51

B. EXTENDED MAIN OFFICE OVERHEAD FOR EXTENDED CONSTRUCTION PHASE

1	EXTENDED MAIN OFFICE OVERHEAD	1	EACH	@	\$878.59 /DAY	\$878.59
TOTAL						\$1,159.10

CONTRACT BILLINGS

TOTAL BILLINGS

X

\$3,248,000

\$13,154,069

24.69%

\$878.59

TOTAL OVERHEAD COST (CONTRACT PERIOD)

TOTAL CONTRACT DURATION

\$2,373,309

667

\$3,558



TARAFA CONSTRUCTION, INC.

GENERAL CONTRACTOR

151 MAJORCA AVENUE, SUITE C CORAL GABLES, FL. 33134 TEL.: (305) 444-8337 FAX: (305) 444-8347

REQUEST for CHANGE ORDER

DATE: 03.SEP.02

RCO #: 54A

PROJECT: Parking System Improvement / 42nd Street Parking Garage, Project No. 7-97/98

TO: Mr. Water Reddick, Project Manager

RE: Additional Management and Administration Time for Manproofing Panels

DESCRIPTION:

Below please find the cost for the additional administration, coordination and supervision beyond TCI's contractual requirements for the installation of the manproofing panels, due to delays associated with the approval of the manproofing shop drawings and approval of change order for the manproofing price increase. Note that this additional time is compensable. Therefore, we will add this cost to our Claim for the adjustment of the Contract Time and Sum. Excluded from this proposal is any unforeseen or additional work encountered during the sequence of this work, along with any other items not specifically indicated in this request for change order. This proposal must be accepted within 30 days of the above date, after which time it may be subject to escalation. If not accepted within the stated time frame this proposal will automatically expire. Please proceed immediately and issue a written change order accepting this proposal so that we can proceed with this work. No work will be performed without an official executed change order to our contract.

NOTE: This proposed change is limited to the work described herein, and does not include any other work not specifically listed, or any amounts for additional charges in the sequence of the work, delays, disruptions, rescheduling, extended overhead, acceleration, unforeseen conditions, overtime and/or impact cost. TCI reserves the right to make any additional claims for any and all those related items above mentioned, including any items we might have omitted due to the complexity of this revision or due to unforeseen condition prior to any final settlement of this contract. Also we reserve the right to claim for additional time for this change order work.

Attachments:

TCL INC. LABOR

(see attached cost analysis)

\$ 6,567.84

EQUIPMENT/MATERIAL

(see attached cost analysis)

209.84

SUBCONTRACTS

(see attached cost analysis)

-

GENERAL CONDITIONS 0.0%

(Administration of Change Order)

-

SUBTOTAL 6,777.68

TCI Overhead & Profit (@ 12% 813.32

SUBTOTAL 7,591.00

Bond and Liability Cost @ 1.5% 113.87

TOTAL THIS RCO \$ 7,704.87

Tarafa Construction, Inc.

Nestor Marrero, Project Manager

Name

Signature

Date

TOTAL OF THIS CHANGE ORDER REQUEST (Add)

\$ 7,704.87

The Contract Time will be (Changed) by

18 days

Owner Inspector:

Name & Title

Signature

Date

Owner:

Mr. Walter Reddick, Owner Representative

Name & Title

Signature

Date

**TARAF A CONSTRUCTION, INC.**
G E N E R A L C O N T R A C T O R

151 MAJORCA AVENUE, SUITE C CORAL GABLES, FL. 33134 TEL.: (305) 444-8337 FAX: (305) 444-8347

COST ANALYSIS

DATE: 03.SEP.02

RCO #: 54A

PROJECT: Parking System Improvement / 42nd Street Parking Garage, Project No. 7-97/98

RE: Additional Management and Administration Time for Manproofing Panels

LABOR

DESCRIPTION:

1) Management Direct Cost	6,567.84
2)	-
3)	-
4)	-
5)	-
6)	-
7)	-
8)	-
9)	-

Labor Total= 6,567.84**EQUIPMENT/MATERIALS**

1) Material Direct Cost	209.84
2)	-
3)	-
4)	-
5)	-
6)	-
7)	-
8)	-

Equip./Mat. Total= 209.84**SUBCONTRACT**

- 1)
- 2)
- 3)
- 4)

Subcontract Total= -**SUBTOTAL**

Subtotal= 6,777.68

GRAND TOTAL \$ **6,777.68**
